

# **EXHIBIT F**

**Int. Cl.: 41**

**Prior U.S. Cls.: 100, 101 and 107**

**United States Patent and Trademark Office**

**Reg. No. 2,618,194**

**Registered Sep. 10, 2002**

**SERVICE MARK  
PRINCIPAL REGISTER**

**AMERICAN UNIVERSITY OF THE CARIBBEAN**

AMERICAN UNIVERSITY OF THE CARIBBEAN,  
N.V. (NETHERLD ANTILLES CORPORATION)  
5660 S.W. 58 PLACE  
MIAMI, FL 33143

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "UNIVERSITY", APART FROM  
THE MARK AS SHOWN.

FOR: EDUCATIONAL SERVICES, NAMELY,  
PROVIDING COURSES OF INSTRUCTION AT  
THE COLLEGE LEVEL , IN CLASS 41 (U.S. CLS.  
100, 101 AND 107).

SEC. 2(F).

SER. NO. 76-350,694, FILED 12-20-2001.

FIRST USE 0-0-1978; IN COMMERCE 0-0-1978.

OWNER OF U.S. REG. NO. 1,846,403.

TAWANDA VAN HORN, EXAMINING ATTORNEY



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# AMERICAN UNIVERSITY OF THE CARIBBEAN

**Word Mark****AMERICAN UNIVERSITY OF THE CARIBBEAN****Goods and Services**

IC 041. US 100 101 107. G &amp; S: Educational services, namely, providing courses of instruction at the college level \* in the medical education field \*. FIRST USE: 19780000. FIRST USE IN COMMERCE: 19780000

**Mark Drawing Code**

(1) TYPED DRAWING

**Serial Number**

76350694

**Filing Date**

December 20, 2001

**Current Basis**

1A

**Original Filing Basis**

1A

**Published for Opposition**

June 18, 2002

**Change In Registration**

CHANGE IN REGISTRATION HAS OCCURRED

**Registration Number**

2618194

**Registration Date**

September 10, 2002

**Owner**

(REGISTRANT) American University of the Caribbean, N.V. CORPORATION NETHERLANDS ANTIL 5660 S.W. 58 Place Miami FLORIDA 33143

(LAST LISTED OWNER) AUC SCHOOL OF MEDICINE B. V. PRIVATE LIMITED LIABILITY COMPANY SINT MAARTEN 3005 HIGHLAND PARKWAY DOWNERS GROVE ILLINOIS 605155799

**Assignment Recorded**

ASSIGNMENT RECORDED

**Attorney of Record**

Christina S. Loza

**Prior Registrations**

1846403

**Disclaimer**

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "UNIVERSITY" APART FROM THE MARK AS SHOWN

**Type of Mark**

SERVICE MARK

**Register**

PRINCIPAL-2(F)

**Affidavit Text**      SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20120928.  
**Renewal**             1ST RENEWAL 20120928  
**Live/Dead Indicator**      LIVE

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<b>Registration Number:</b>	2618194	AMERICAN UNIVERSITY OF THE CARIBBEAN
<b>CORRESPONDENCE DATA</b>		
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<b>Correspondent Name:</b>	Emily C. Melvin	
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<b>Address Line 4:</b>	Chicago, ILLINOIS 606902828	
<b>NAME OF SUBMITTER:</b>	Emily C. Melvin	
<b>Signature:</b>	/ecm/	
<b>Date:</b>	11/17/2011	
<b>Total Attachments: 5</b> source=Trademark Assignment (2)#page1.tif source=Trademark Assignment (2)#page2.tif source=Trademark Assignment (2)#page3.tif source=Trademark Assignment (2)#page4.tif source=Trademark Assignment (2)#page5.tif		

Fee calculated, according to the USPTO fee table				
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") dated as of August 3rd, 2011 and entered into by and between **AMERICAN UNIVERSITY OF THE CARIBBEAN, N.V.**, a limited liability company (*naamloze vennootschap*) organized and existing under the laws of St. Maarten, as the "Assignor," and **AUC SCHOOL OF MEDICINE BV**, a private limited liability company organized and existing under the laws of St. Maarten, as the "Assignee," is delivered pursuant to the Closing under that certain Asset Purchase Agreement (the "Agreement") dated as of August 3rd, 2011 and entered into by and among the Assignor, Assignee, American University of the Caribbean, N.V., Medical Education Services, Inc. and DeVry Medical International, Inc.

WHEREAS, Assignor is the owner of all right, title, and interest in and to the U.S. Trademarks listed in Annex A to this Assignment (the "Trademarks"); and

WHEREAS, pursuant to the Agreement, Assignor agreed to assign the Trademarks to Assignee, and Assignee agreed to accept such an assignment.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

The Assignor sells, assigns, transfers, delivers, and conveys to the Assignee all of the Assignor's right, title, and interest in and to the Trademarks, including any rights under common law, and which include the Trademarks alone or in combination with other words, figures, designs or indicia, including any rights, title and interest as service marks, trademarks, trade names and all common law rights connected therewith, together with:

- (1) all goodwill associated with the business related to the Trademarks together with all rights to use, license and otherwise exploit the Trademarks;
- (2) any and all registered trademarks and trademark applications of the United States that have been or may be granted or filed, respectively, with respect to such Trademarks;
- (3) all foreign trademarks that may claim priority based on or correspond to the Trademarks;
- (4) all income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any Trademarks;
- (5) all rights in and under the Trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment; and
- (6) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Trademarks, including the right to fully and entirely replace the Assignor in all related matters.

The Assignee shall be responsible for all costs and actions with respect to the transfer of the Trademarks and registration of related trademark assignments. The Assignor agrees that it

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DM\_US 29299009-3.084626.0011

will at any time, upon request of the Assignee, execute and deliver any papers prepared and provided by the Assignee that are reasonably necessary to confirm assignment made herein.

This Assignment is made in connection with the sale of the entire business to which the Trademarks relate. As of the date first written above, the Assignee has succeeded to all right, title, and standing of the Assignor to: (a) receive all rights and benefits pertaining to the Trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Assignee, in its sole discretion, may elect in relation to the Trademarks described above. This Assignment (a) is irrevocable and effective upon the Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the Parties to the Agreement and their respective successors and assignees, (c) does not modify or affect, and is subject to, the provisions of the Agreement, and (d) may be signed in counterparts as provided in Section 10.6 of the Agreement.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee, as assignee and owner of any and all of Assignor's ownership right in the Trademarks and to issue to Assignee any renewals of said registration.

Assignor agrees to execute and deliver at a future date, for no additional consideration any additional documents that the Assignee reasonably determines are required to reflect the Assignee's ownership of the Trademarks anywhere in the world.

Assignor will assist in obtaining or providing any further documents which may be required to confirm chain or title thereto.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the day and year first above written.

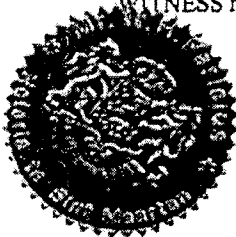
AMERICAN UNIVERSITY OF THE  
CARIBBEAN, N.V., a limited liability company  
(naamloze vennootschap) organized and existing  
under the laws of St. Maarten

By: Hiroko Yoshida  
Name: Hiroko Yoshida  
Title: Managing Director

By: Yan Fang Liu  
Name: Yan Fang Liu  
Title: Managing Director

On August 1<sup>st</sup> 2011 before me, Henry Parisius (the undersigned notary),  
personally appeared H. Yoshida & Y.F. Liu personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(seal) Mr. Henry Parisius  
Philipburg  
Sint Maarten  
(Signatures continue on following page)

(Signature Page 1 of 2 IP Assignment)

Acknowledged and agreed:

**AUC SCHOOL OF MEDICINE BV**, a private  
limited company organized and existing under the  
laws of St. Maarten

By:



Name: William Hughson

Title: ~~Director~~ Authorized Person

(Signature Page 2 of 2 IP Assignment)